

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</small>				1. REQUISITION NUMBER <b>PR-OARM-15-00334</b>		PAGE OF <b>1 26</b>	
2. CONTRACT NO. <b>GS-10F-0036K</b>		3. AWARD EFFECTIVE DATE <b>02/17/2015</b>		4. ORDER NUMBER <b>EP-G15H-00931</b>		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME <b>Benita Jackson</b>		9. TELEPHONE NUMBER (No collect calls) <b>202-564-2996</b>		6. SOLICITATION ISSUE DATE	
9. ISSUED BY <b>HPOD</b> <b>HPOD</b> <b>US Environmental Protection Agency</b> <b>William Jefferson Clinton Building</b> <b>1200 Pennsylvania Avenue, N. W.</b> <b>Mail Code: 3803R</b> <b>Washington DC 20460</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <b>NAICS: 541620</b> <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <b>SIZE STANDARD: \$15.0</b> <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO		CODE		18. ADMINISTERED BY <b>HPOD</b> <b>US Environmental Protection Agency</b> <b>William Jefferson Clinton Building</b> <b>1200 Pennsylvania Avenue, N. W.</b> <b>Mail Code: 3803R</b> <b>Washington DC 20460</b>		CODE <b>HPOD</b>	
17a. CONTRACTOR/OFFEROR <b>EASTERN RESEARCH GROUP, INC.</b> <b>Attn: Dickran Babigian</b> <b>110 HARTWELL AVE STE 1</b> <b>LEXINGTON MA 024213134</b>  <b>TELEPHONE NO. 7816747200</b>		CODE <b>(b)(4)</b> FACILITY CODE		18a. PAYMENT WILL BE MADE BY <b>RTP Finance Center</b> <b>US Environmental Protection Agency</b> <b>RTP-Finance Center (AA216-01)</b> <b>109 TW Alexander Drive</b> <b>www2.epa.gov/financial/contracts</b> <b>Durham NC 27711</b>			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: <b>(b)(4)</b> Safety, Health, and Environmental Management Support for Real Property Asset Projects  This order serves as a bridge contract for EP-10-W-000882. This order fully funds the base period in the amount of \$104,856.00.  COR: Ashmore.Tom@epa.gov  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$211,603.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) <b>Arlene Levin, Vice President</b>		30c. DATE SIGNED <b>2/13/15</b>		31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Benita Jackson</b>		31c. DATE SIGNED <b>02/13/2015</b>	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	TOCOR: Tom Ashmore Period of Performance: 02/17/2015 to 08/16/2015  Base Period - Direct labor/ODC's Incrementally Funded Amount: \$104,856.00  Accounting Info: 14-15-B-51HH-ZZZGF2X03-2504-1551NWH005-001 BFY: 14 EFY: 15 Fund: B Budget Org: 51HH Program (PRC): ZZZGF2X03 Budget (BOC): 2504 DCN - Line ID: 1551NWH005-001 Funding Flag: Partial Funded: \$74,856.00 Accounting Info: 14-15-C-51HH-ZZZGF2X03-2504-1551NWH005-003 BFY: 14 EFY: 15 Fund: C Budget Org: 51HH Program (PRC): ZZZGF2X03 Budget (BOC): 2504 DCN - Line ID: 1551NWH005-003 Funding Flag: Partial Funded: \$30,000.00				104,856.00
0002	Option Period I - Direct labor/ODC's (Option Line Item)				17,546.00
0003	Option Period II - Direct labor/ODC's (Option Line Item)				17,546.00
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-10F-0036K/EP-G15H-00931

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NAME OF OFFEROR OR CONTRACTOR

EASTERN RESEARCH GROUP, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	Option Period III - Direct labor/ODC's (Option Line Item)				17,757.00
0005	Option Period IV - Direct labor/ODC's (Option Line Item)				17,966.00
0006	Option Period V - Direct labor/ODC's (Option Line Item)				17,966.00
0007	Option Period VI - Direct labor/ODC's (Option Line Item)				17,966.00
The obligated amount of award: \$104,856.00. The total for this award is shown in box 26.					

## CLAUSES

The following clauses will be incorporated into the issued task order, as well as all clauses in the vendor's GSA schedule contract **GS-10F-0036K**.

The responsibilities and limitations of the COR are as follows:

- (1) The COR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COR may designate alternate COR(s) to act for the COR by naming such alternate(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

### **CUSTOM CO ADDED TERMS AND CONDITIONS**

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

### **FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (DEC 2014)**

This clause is incorporated by reference. The full text of the clause is available at:  
<https://www.acquisition.gov/FAR/>.

### **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEC 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)
- ☒ 52.222-50 Combating Trafficking in Persons (FEB 2009)
- ☐ Alternate I (AUG 2007)
- ☐ 52.233-3 Protest After Award (AUG 1996)
- ☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
  - ☐ Alternate I (OCT 1995)
- ☒ 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
- ☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)
- ☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
- ☐ [Reserved]
- ☒ 52.204-14 Service Contract Reporting Requirements (JAN 2014)
- ☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)
- ☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 2013)
- ☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
  - ☐ [Reserved]
- ☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)
- ☐ Alternate I (NOV 2011)
- ☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)
- ☐ Alternate I (JAN 2011)
- ☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
  - ☐ Alternate I (NOV 2011)
  - ☐ Alternate II (NOV 2011)
- ☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)
  - ☐ Alternate I (OCT 1995)
  - ☐ Alternate II (MAR 2004)
- ☐ 52.219-8 Utilization of Small Business Concerns (OCT 2014)
- ☐ 52.219-9 Small Business Subcontracting Plan (OCT 2014)
  - ☐ Alternate I (OCT 2001)
  - ☐ Alternate II (OCT 2001)
  - ☐ Alternate III (OCT 2014)
- ☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)
- ☒ 52.219-14 Limitations on Subcontracting (NOV 2011)

- ☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)
- ☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
- ☐ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)
- ☐ 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (JUL 2013)
- ☐ 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (JUL 2013)
- ☒ 52.222-3 Convict Labor (JUN 2003)
- ☐ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (JAN 2014)
- ☒ 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- ☒ 52.222-26 Equal Opportunity (MAR 2007)
- ☒ 52.222-35 Equal Opportunity for Veterans (SEP 2010)
- ☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
- ☒ 52.222-37 Employment Reports on Veterans (JUL 2014)
- ☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- ☒ 52.222-54 Employment Eligibility Verification (AUG 2013)
- ☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)
- ☐ Alternate I (MAY 2008)
- ☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)
- ☐ Alternate I (JUNE 2014)
- ☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)
- ☐ Alternate I (JUNE 2014)
- ☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- ☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (JUNE 2014)
- ☐ Alternate I (JUNE 2014)
- ☒ 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- ☐ 52.225-1 Buy American – Supplies (MAY 2014)
- ☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)
- ☐ Alternate I (MAY 2014)
- ☐ Alternate II (MAY 2014)
- ☐ Alternate III (MAY 2014)
- ☐ 52.225-5 Trade Agreements (NOV 2013)
- ☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

- ☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (JUL 2013)
- ☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)
- ☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
- ☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)
- ☐ 52.232-30 Installment Payments for Commercial Items (OCT 1995)
- ☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)
- ☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)
- ☐ 52.232-36 Payment by Third Party (MAY 2014)
- ☐ 52.239-1 Privacy or Security Safeguards (AUG 1996)
- ☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
- ☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ 52.222-41 Service Contract Labor Standards (MAY 2014)
- ☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)
- ☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)
- ☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)
- ☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)
- ☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)
- ☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)
- ☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)
- ☐ 52.237-11 Accepting and Dispensing of \$1 Coin (SEPT 2008)
- ☐ 52.222-55 Minimum Wages Under Executive Order 13659 (DEC 2014)

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (July 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

- (ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67)
- (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67)
- (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **CUSTOM      CO ADDED      INVOICES – RTP FINANCE**

Invoices shall be prepared containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due. Invoices shall be submitted to the address specified in block 18a of this order.

OR

Invoices shall be submitted via e-mail to [RTPReceiving@epa.gov](mailto:RTPReceiving@epa.gov). Provide the .pdf file with the following naming convention and SUBJECT in email:

SI\_PO#\_inv#.pdf Example: SI\_EP08X00005\_5335.pdf

For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616.

The FedEx/Commercial Courier address for invoices:

US EPA, RTP-Finance Center (AA216-01)  
109 TW Alexander Drive  
[www2.epa.gov/financial/contracts](http://www2.epa.gov/financial/contracts)  
Durham, NC 27711

**CUSTOM****TAX**

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

**FAR 52.204-2 SECURITY REQUIREMENTS (AUG. 1996)**

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with --
- (1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and
  - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of Clause)

**FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

**FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)**

- (a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing

contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the

amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of Clause)

**FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)**

This clause is incorporated by reference. The full text of the clause is available at:  
<https://www.acquisition.gov/FAR/>.

**EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JAN 2012)**

This clause is incorporated by reference. The full text of the clause is available at:  
<http://farsite.hill.af.mil/VFEPAARA.HTM>.

**EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT—TIME AND MATERIALS OR LABOR HOUR CONTRACT (APR 1984)**

(a) The Government has the option to extend the effective period of this contract for 6 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect a new and separate ceiling price of:

<b>Opt Pd I:</b>	<b>\$17,546.00</b>
<b>Opt Pd II:</b>	<b>\$17,546.00</b>
<b>Opt Pd III:</b>	<b>\$17,757.00</b>
<b>Opt Pd IV:</b>	<b>\$17,966.00</b>
<b>Opt Pd V:</b>	<b>\$17,966.00</b>
<b>Opt Pd VI:</b>	<b>\$17,966.00</b>

(c) The "Effective Period of the Contract" clause will be modified to cover a base and option periods:

<b>Base Period:</b>	<b>02/17/2015 – 08/16/2015</b>
<b>Opt Pd I:</b>	<b>08/17/2015 – 09/16/2015</b>
<b>Opt Pd II:</b>	<b>09/17/2015 – 10/16/2015</b>
<b>Opt Pd III:</b>	<b>10/17/2015 – 11/16/2015</b>
<b>Opt Pd IV:</b>	<b>11/17/2015 – 12/16/2015</b>
<b>Opt Pd V:</b>	<b>12/17/2015 – 01/16/2016</b>
<b>Opt Pd VI:</b>	<b>01/17/2016 – 02/16/2016</b>

(End of clause)

#### **EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)**

(a) *Definitions.*

*Contracting officer technical representative (COR)*, means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

*Task Order*, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

- (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
- (2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any contract there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the contract or contract;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the contract;
- (4) Alters the period of performance of the contract; or
- (5) Changes any of the other terms or conditions of the contract.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

**EPAAR 1552.237-76 GOVERNMENT – CONTRACTOR RELATIONS (JUN 1999)**

(a) The Government and the Vendor understand and agree that the services to be delivered under this contract by the Vendor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Vendor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Vendor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Vendors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

- (1) The services to be performed under this contract do not require the Vendor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather, the Vendor's personnel will act and exercise personal judgment and discretion on behalf of the Vendor.
- (2) Rules, regulations, directives, and requirements that are issued by the US Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
- (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- (3) The Vendor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- (4) The Vendor is not entitled to workman's compensation benefits by virtue of this contract.
- (5) The entire consideration and benefits to the Vendor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Vendor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Vendor believes that the intent of this clause has

been or may be violated.

(1) The Vendor should notify the Contracting Officer in writing promptly, within 10 calendar days from the date of any incident that the Vendor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Vendor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) In the event the notice is inadequate to make a decision, advise the Vendor what additional information is required, and establish the date by which it should be furnished by the Vendor and the date thereafter by which the Government will respond.

(End of clause)

#### **EPA-H-09-107**

#### **UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION**

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74) and 2013 Continuing Appropriations Resolution (Pub.L. 112-175), and Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 or FY2013 contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

**EPA-B-32-102 FUNDING**

At time of contract award, total funding for this contract is not available for obligation. As funds become available, modifications will be issued to increase the funding amount until the total price of the contract is obligated.

(End of Clause)

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect, as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/FAR/> and

[http://www.ecfr.gov/cgi-bin/text-idx?SID=1066e552e1ae281383f32bd687b4da76&tpl=/ecfrbrowse/Title48/48cfr1552\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=1066e552e1ae281383f32bd687b4da76&tpl=/ecfrbrowse/Title48/48cfr1552_main_02.tpl).

<b>FAR 52.202-1</b>	<b>Definitions (Nov 2013)</b>
<b>FAR 52.203-5</b>	<b>Covenant Against Contingent Fees (May 2014)</b>
<b>FAR 52.203-7</b>	<b>Anti-Kickback Procedures (May 2014)</b>
<b>FAR 52.203-13</b>	<b>Contractor Code of Business Ethics and Conduct (Apr 2010)</b>
<b>FAR 52.204-7</b>	<b>System for Award Management (Jul 2013)</b>
<b>FAR 52.216-24</b>	<b>Limitation of Government Liability (Apr 1984)</b>
<b>FAR 52.223-18</b>	<b>Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011)</b>
<b>FAR 52.225-13</b>	<b>Restrictions on Certain Foreign Purchases (June 2008)</b>
<b>FAR 52.232-22</b>	<b>Limitation of Funds (Apr 1984)</b>
<b>FAR 52.232-33</b>	<b>Payment by Electronic Funds Transfer – System for Award Management (Jul 2013)</b>
<b>FAR 52.237-3</b>	<b>Continuity of Services (Jan 1991)</b>
<b>FAR 52.242-15</b>	<b>Stop-Work Order (Aug. 1989)</b>
<b>FAR 52.243-3</b>	<b>Changes – Time and Materials or Labor Hours (Sept 2000)</b>
<b>EPAAR 1552.209-70</b>	<b>Organizational Conflict of Interest Notification (Apr 1984)</b>

**Safety, Health, and Environmental Management Division  
Statement of Work**

**Delivery Order Title:** Safety, Health, and Environmental Management Support for Real Property Asset Projects

**Period of Performance:** The period of performance is for one 6-month Base Period and six one-month Option Periods.  
February 17, 2015 to February 16, 2015

**EPA Task Order Contracting Officer's Representative:**

Tom Ashmore  
OARM/OA/FMSD/AEAMB  
Mail Code 3204R  
Telephone: 202-564-2025  
Email: Ashmore.tom@epa.gov

**Background:**

The U.S. Environmental Protection Agency (EPA) operates numerous real property assets including offices, laboratories, research vessels, and other facilities (e.g., mobile laboratories). The Agency owns some of this property and leases much of it through the U.S. General Services Administration (GSA) or other external entities. Regardless of ownership status, the Agency strives to ensure that safety, health, and environmental issues are addressed during all phases of property management, including planning, design, construction, commissioning, operations and maintenance, and property disposal. The goal is to reduce the environmental impacts of EPA facilities and ensure they provide safe, healthy, comfortable, and productive workplaces for employees. The Agency's Safety, Health and Environmental Management Division (SHEMD) supports that goal by providing strategic, technical, and programmatic support throughout all phases of real property asset projects.

**Purpose:**

SHEMD is committed to providing support for all real property asset projects, no matter how large or small. The purpose of this task order is to expand SHEMD's capacity in providing timely and expert safety, health, and environmental management support for Agency real property asset and infrastructure improvement projects.

**Objectives and Scope:**

In order to continue to support the Agency's goals, SHEMD requests contractual support for the review of real property asset and infrastructure improvement projects to assure compliance with all applicable Federal, state, and local laws and regulations, Agency policies, management system

standards, and recognized professional practices.

The contractor shall provide a team of professional experts in the fields of industrial hygiene, fire and life safety, and environmental management including certified industrial hygienists, certified safety professionals, environmental engineers, civil engineers, mechanical and plumbing engineers, electrical engineers, fire protection engineers, and laboratory ventilation experts. The contractor shall be located near the EPA Federal Triangle Headquarters Complex and readily accessible by phone and e-mail.

Contractor expertise and familiarity is required for the following areas of real property asset projects:

- Master planning
- Construction (New, Renovations, Repair and Improvement)
- National Environmental Policy Act (NEPA) and Community Environmental Response Facilitation Act (CERFA)
- Planning and design documentation
- Construction documentation
- Commissioning (fire protection systems and fume hood performance)
- Pre-occupancy evaluations (punch lists, indoor air quality, mechanical systems)
- Real property transfer
- Developing conceptual designs

At a minimum, the contractor shall have professional knowledge in the following Safety, Health and Environmental Management (SHEM) areas as they relate to building and construction:

- Fire and Life Safety: Applicable codes, Occupancy classifications, Construction, Interior finish, Means of egress, Suppression, Fire detection and annunciation, Elevators, Emergency electrical and standby power, Special laboratory requirements, High-rise requirements, Storage/warehouse requirements, Industrial requirements.
- Health and Safety: Interior finishes, Walking/working surfaces, Occupation health and environmental control, Hazardous materials storage locations, Laboratories, Parking areas, Machine shops and mechanical spaces, Material handling and storage areas.
- Environmental: Pollution control, Petroleum storage, Toxic substances management, Indoor air quality, Integrated pest management, Green janitorial practices.
- Mechanical, Electrical, and Plumbing: Laboratories, Heating, Ventilation, and Air-conditioning (HVAC) design criteria, Ventilation requirements, Automatic control systems, Ductwork, Noise, Exhaust systems, Effluent cleaning, Laboratory fume hoods, Other ventilated enclosures, Glove boxes, Biological safety cabinets, Flammable liquid storage cabinets, Air filtration and exhaust systems, Wet locations, Hazardous locations,

- Required clearances, Water supply and disinfection, Backflow preventers, Safety devices, Laboratory safety devices, Drinking fountains, Toilet facilities.
- Laboratory Ventilation: Laboratory fume hood construction and operation, Laboratory design

## **Tasks and Deliverables:**

### **Task 1: Engineering and Document Reviews**

SHEMD provides technical review support in the areas of safety, health, and environmental management for all real property asset projects managed by the Facility Management Services Division (FMSD). These projects include all Building & Facilities (B&F) projects, Security Management Division (SMD) funded projects, Sustainable Facilities Practices Branch (SFPB) funded projects, leasing actions, and other externally funded building infrastructure projects valued below and above \$85,000.

The contractor shall assist SHEMD in providing review support for real property asset projects including master planning, construction and renovation projects, lease acquisitions, and real property transfers to ensure that safety, health, and environmental issues are adequately addressed. The contractor shall provide support at all phases of projects including planning, design, construction, and commissioning phases by reviewing project documentation and identifying deficiencies supported by citations from applicable codes, industry standards, and guidelines. The contractor shall conduct comprehensive reviews of project documents (electronic or hard copy) provided by and as assigned by the Contracting Officer's Representative (COR). Documents to be reviewed include but are not limited to Program of Requirements (PORs), Solicitations for Offers (SFOs), design and construction documentation (i.e. drawing and specifications), construction submittals (i.e. shop drawings, material data sheets, calculations), permits, commissioning and testing reports, material safety data sheets, indoor air quality plans, green janitorial plans, integrated pest management plans, etc.

The COR will issue a Technical Direction Letter (TDL) for each facility project in which contractor support is required. The TDL will detail what areas of expertise are required for the review. Typically, a team of engineering, environmental, fire/life safety, industrial hygiene, health and safety, and laboratory ventilation expert professionals are required for comprehensive reviews. The TDL will outline specific deliverables and associated due dates. Most reviews shall be completed within 5 to 7 business. Review comments are typically required to be submitted in an Excel format provided by the COR. Other formats, such as memos, are requested on a case by case basis. All comments should include a reference or citation to applicable codes, industry standards, and guidance.

## **Task 2: Site Visits**

Although the majority of work under this contract will not require on-site support, there are occasions when on-site support may be needed. Locations include Agency headquarters, regional and programmatic offices and laboratories, and support spaces (i.e. warehouses) throughout the United States. Travel may be required at any stage of real property asset projects. The contractor shall travel to project locations to attend on-site meetings, provide technical consultations, conduct punch list inspections, conduct fume hood certification testing, and witness various building acceptance testing. The contractor shall be prepared to travel with as little as 5 days notice and up to 3 times per month. Most overnight travel will last 2 to 3 days.

The COR will issue a TDL for all travel. The TDL will detail what areas of expertise are required, outline specific deliverables and format requirements, and associated due dates. The contractor shall submit a written report following all site visits detailing observations and findings with applicable photographs and reference citations.

## **Task 3: Technical Support Consultations**

The contractor shall provide technical support consultations for miscellaneous SHEM issues as they relate to real property asset projects. A turn around of 2 to 3 days can be expected in most circumstances and most communications and document/file transfers shall be completed via email. The contractor shall submit deliverables as requested by the COR within the agreed time frame. The contractor shall keep records of questions and answers provided. If the consultation is in the form of a teleconference, the contractor shall keep minutes of the meeting detailing the issues and resolutions discussed. The contractor should expect to receive at least 2-3 technical support consultation requests per month, usually requiring four to eight hours of work.

## **Task 4: Presentations**

The contractor shall create presentation materials directly related to SHEMD support of real property asset projects. Presentations shall summarize SHEMD support of real property asset projects or highlight real property asset projects. The contractor should expect to receive 2 requests per year for PowerPoint presentations that require enough material for a 30 minute presentation. The COR will issue a TDL for presentations and it will detail what areas of expertise are required, deliverable format requirements, and associated deliverable due dates. All presentation materials shall be submitted in draft form for EPA review and comment. The contractor shall address all EPA review comments and upon COR direction, the contractor shall submit a final draft.

## **Task 5: Project Tracking**

The contractor shall document and track all real property asset projects managed by FMSD. These include all facility projects managed and maintained by FMSD's leasing specialist staff, engineering project management staff and, the SFPB staff. The contractor shall use the Agency's

annual B&F Operations Plan as a starting point to develop a list of current and ongoing agency real property asset projects through interviews and communications with FMSD and SHEMD staff. The contractor shall keep dated and detailed notes of all review activities for each project TDL. The contractor shall provide a project tracking report to the COR every other week.

#### Task 6: Reporting Requirements

The contractor shall submit, electronically, a bi-weekly projection of work in hours and dollars for each activity identified by a TDL within 5 days of the end of the first and third weeks of each month. The data will be imported into the SHEMD Budget Tracking System. The report shall be submitted using Microsoft Excel and will be consistent with the format of the example in Figure 1.

A spreadsheet shall summarize TDLs with only one entry per TDL, i.e. if a TDL has been amended only the adjusted information would be reflected.

**Figure 1**  
**Bi-Weekly Projection Report**  
**Contract AB-12C-3456D, Order No. 7E-8910-FGHI**  
**Actual Hours and Costs through 00/00/00; Projections from 00/00/00 through 00/00/00**

TDL	Date Issued	TDL Name	Status	TDL Hours	Hrs Spent	Hrs Left	% Hrs Spent	Hrs Projected	Budget	Actual Costs	Am. Left	% Spent	Budget Projected
1	##	Title		#	#	##	###	##	\$	\$	\$	###	###
2	##	Title		#	#	##	###	##	\$	\$	\$	###	###
3	##	Title		#	#	##	###	##	\$	\$	\$	###	###
4	##	Title		#	#	##	###	##	\$	\$	\$	###	###
5	##	Title		#	#	##	###	##	\$	\$	\$	###	###
6	##	Title		#	#	##	###	##	\$	\$	\$	###	###
7	##	Title		#	#	##	###	##	\$	\$	\$	###	###

The contractor shall submit an electronic monthly status report within 14 days of the end of each month. The report shall consist of four sections 1) progress section, 2) financial status section at the Task Order level, 3) TDL cost summary and 4) consolidated financial summary. It shall include a description of work completed for each active project (TDL number and project title), actual and projected deliverables, labor hours burned, dollars charged and percentage of project completed. The financial status section shall reflect the contractors cost and labor hours. The contractor shall report the authorized spending level and labor hours (for the current and previous months), cost and labor hours and the cumulative cost and labor hours invoiced to the Agency. The TDL section of the monthly report shall include the TDL project name for each completed and active project, the current labor hours and dollars charged that month, cumulative labor hours and dollars accrued against each project. The consolidated financial summary shall include the identification of each labor rate category, the hourly rate, number of hours expended that month

and cumulatively, funds expended that month and cumulatively, the contractors who worked on each project (identify the project by the TDL number), along with their hours and rates and any other costs incurred (e.g. travel).

The contractor shall also submit, electronically, the monthly report, within 14 days of the end of each month, for each active TDL to the COR. The report shall include a narrative summary and activity statement that explains the level of work performed under the TDL, the number of labor hours burned, the total cost incurred, summary of deliverables submitted, anticipated future activities and the percent of the project completed.

#### **Miscellaneous:**

The contractor shall not interpret EPA policy on behalf of EPA nor make decisions on items of policy, regulation, or statute. Contractor employees shall prominently display badges identifying them as contractors. Unless otherwise specified in a given TDL, the contractor shall furnish all necessary personnel, facilities, equipment, materials, and services required for performance of this contract.

#### **Applicable Reference Documents:**

The contractor shall be familiar with and knowledgeable of these laws, statutes, orders, requirements, regulations and standards. In addition, EPA facilities and activities may also fall under more restrictive or additional state and local regulations. New regulations may be enacted or established during this contract, which may affect the agreement. The contractor will become familiar with and knowledgeable of additions as necessary.

- EPA Facilities Manual
  - Volume 1, Space Acquisition and Planning Guidelines
  - Volume 2, Architecture and Engineering Guidelines
  - Volume 3, Safety, Health, and Environmental Manual: Safety and Health Requirements
  - Volume 4, Safety, Health, and Environmental Manual: Environmental Management Guidelines
- Nationally recognized and accepted building and facility-related codes developed by the International Code Council
- State, county, and local building codes, as applicable
- GSA's Facilities Standards for the Public Buildings Service (PBS-100)
- Whole Building Design Guide
- National Fire Protection Association (NFPA)
  - NFPA 10, Standard for Portable Fire Extinguishers
  - NFPA 12, Standard on Carbon Dioxide Extinguishing Systems
  - NFPA 13, Standard for the Installation of Sprinkler Systems
  - NFPA 14, Standard for the Installation of Standpipe, Private Hydrant, and Hose Systems

- NFPA 17, Standard on Dry Chemical Extinguishing Systems
- NFPA 17A, Standard for Wet Chemical Extinguishing Systems
- NFPA 45, Standard on Fire Protection for Laboratories Using Chemicals
- NFPA 68, Guide for Venting of Deflagrations
- NFPA 70, National Electric Code®
- NFPA 72, National Fire Alarm Code®
- NFPA 75, Standard for the Protection of Electronic Computer/Data Processing Equipment
- NFPA 80, Standard for Fire Doors and Windows
- NFPA 80A, Recommended Practice for Protection of Buildings from Exterior Fire Exposures
- NFPA 90A, Standard for the Installation of Air-Conditioning and Ventilating Systems
- NFPA 91, Standard for Exhaust Systems for Air Conveying of Vapors, Gases, Mists, and Noncombustible Particulate Solids
- NFPA 92A, Recommended Practice for Smoke-Control Systems
- NFPA 92B, Guide for Smoke Management Systems in Malls, Atria, and Large Areas
- NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA 101, Life Safety Code®
- NFPA 110, Standard for Emergency and Standby Power Systems
- NFPA 220, Standard on Types of Building Construction
- NFPA 221, Standard for Fire Walls and Fire Barrier Walls
- NFPA 230, Standard for the Fire Protection of Storage
- NFPA 251, Standard Methods of Test of Fire Endurance of Building Construction and Materials
- NFPA 780, Standard for the Installation of Lightning Protection Systems
- NFPA 1962, Standard for the Care, Use, and Service Testing of Fire Hose Including Couplings and Nozzles
- American Society of Heating, Refrigerating, and Air-Conditioning Engineers standards and recommendations
  - Design of Smoke Control Systems for Buildings (a manual)
  - Handbook of HVAC Systems and Equipment
  - Method of Testing Performance of Laboratory Fume Hoods (ANSI/ASHRAE 110)
  - Ventilation for Acceptable Indoor Air Quality (ANSI/ASHRAE 62)
- American Conference of Industrial Hygienists Industrial Ventilation: A Manual of Recommended Practice for Design
- American National Standard for Laboratory Ventilation (ANSI/AIHA Z9.5)
- EPA Performance Requirements for Laboratory Fume Hoods
- 29 CFR Part 1910 Occupational Safety and Health Standards
- 29 CFR Part 1926 Safety and Health Regulations for Construction

- Americans with Disabilities Act and Uniform Federal Accessibility Standards Accessibility Standards for Handicapped Persons
- EPA Erosion and Sediment Control Model Ordinances
- Stormwater Best Management Practice Design Guide (EPA/600/R-04/121A)
- National Environmental Policy Act Review Procedures For EPA Facilities (EPA 4841, May 1998)
- Guidelines for Acquiring and Transferring EPA Real Property and Complying with the Community Environmental Response Facilitation Act (CERFA) (EPA 100-B-00-002, December 2000)
- Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA) IAQ Guidelines for Occupied Buildings Under Construction
- The Collaborative for High Performance Schools (CHPS) Section 01359: Special Environmental Requirements
- The State of Washington Program and Indoor Air Quality Standards
- South Coast Air Quality Management District Standards
- Bay Area Air Quality Management District Regulation 8 Organic Compounds Rule 51 Adhesive and Sealant Products Index
- Building Air Quality Action Plan (EPA)
- Controlling Pollutants and Sources (EPA)
- The Carpet and Rug Institute Green Label Plus Testing Program
- Green Seal Standards
- Consumer Product Safety Commission Standards
  - Title 16, Part 1021, Environmental Review
  - Title 16, Part 1115, Substantial Product Hazard Reports
  - Title 16, Part 1201, Safety Standard for Architectural Glazing Materials
  - Title 16, Part 1209, Interim Safety Standard for Cellulose Insulation
  - Title 16, Part 1301, Ban of Unstable Refuse Bins
  - Title 16, Part 1302, Ban of Extremely Flammable Contact Adhesives
  - Title 16, Part 1303, Ban of Lead-Containing Paint And Certain Consumer Products Bearing Lead-Containing Paint
  - Title 16, Part 1304, Ban of Consumer Patching Compounds Containing Respirable Free-Form Asbestos
  - Title 16, Part 1305, Ban of Artificial Emberizing Materials (Ash and Embers) Containing Respirable Free-Form Asbestos
  - Title 16, Part 1404, Cellulose Insulation
  - Title 16, Part 1500, Hazardous Substances and Articles; Administration and Enforcement Regulations
  - Title 16, Part 1608, General Rules and Regulations Under The Flammable Fabrics Act
  - Title 16, Part 1611, Standard for the Flammability of Vinyl Plastic Film
  - Title 16, Part 1630, Standard for the Surface Flammability of Carpets And Rugs (FF 1-70)
  - Title 16, Part 1631, Standard for the Surface Flammability of Small Carpets And Rugs (FF 2-70)

- EPA Comprehensive Procurement Guidelines
- EPA Environmentally Preferable Purchasing
- Energy Star
- Office of the Federal Environmental Executive
- Agency EMS Directives, Policies and Guidance on Environmental Stewardship
- Site-Specific Environmental Management Programs for EMS Objectives and Targets
- Federal Government-wide Green Building Policies
- EPA's Significant New Alternatives Policy
- Janitorial Products Pollution Prevention Project
- Beyond Pesticides information
- Integrated Pest Management Institute of North America, Inc.
- EPA Trailer and Mobile Laboratory Facilities Program Document
- NSF/ANSI Standard 61 Drinking Water System Components – Health Effects
- NSF/ANSI Standard 49 Class II (Laminar Flow) Biosafety Cabinetry
- Biosafety in Microbiological and Biomedical Laboratories (BMBL), 5<sup>th</sup> Edition